



TRANSMITTAL

May 9, 2024

Baxter & Woodman
Attn: Daniel Bounds, PE
Associate Vice President
8678 Ridgefield Rd
Crystal Lake, IL 60012

RE: Bike Plan Classification
City of Geneva

COPIES	DATE	DESCRIPTION
1	05/07/24	Executed Proposal

MESSAGE:

One (1) Original Executed signed proposals approved by City Council on May 6, 2024. Please sign and return one (1) to my attention.

Thank you,

A handwritten signature in blue ink, appearing to read "Richard Babica".

Richard Babica
Director, Geneva Public Works

Cc: File

April 3, 2024

Mr. Richard Babica
Public Works Director
City of Geneva
1800 South Street
Geneva, IL 60134

Subject: City of Geneva – Proposal for Bike Plan Classification Study

Dear Mr. Babica:

The City of Geneva's Strategic Plan Advisory Committee (SPAC) developed recommendations to enhance Geneva's bicycle plan, including updating the City's 2005 Bike Implementation Plan for the following locations:

- South Street: Gary Avenue to South Seventh Street
- South Seventh Street: South Street to West State Street (IL Route 38)
- Western Avenue: South Street to Fabyan Parkway
- Dodson Road: East Side Drive to west side of North Bennett Street (IL Route 25)
- Campbell Street: South Seventh Street to South Third Street
- Franklin Street: South Seventh Street to South Third Street
- Route review for South Third Street connectivity to Fox River Trail
- Route Review connectivity of schools to designated bike routes

The City of Geneva is seeking services of a licensed engineering consulting firm to review the SPAC locations and provide recommendations that also address traffic flows, on-street parking, and ADA improvements. The recommendations will guide the City to schedule and budget the projects into the next five years of implementation of bicycle and pedestrian accommodations.

Scope of Services

The following scope of services details the anticipated tasks necessary to complete this Project:

1. EXISTING CONDITIONS ANALYSIS
 - 1.1 *Data Collection:* Obtain, review, and evaluate the following information provided by the Village for use:
 - A. Existing Transportation Plan

- B. Existing Comprehensive Plan
 - C. GIS Shape files surrounding the project limits
 - D. Aerial Photography
 - E. Floodplain Maps
 - F. IDOT Crash Data
 - G. Traffic Count Data
 - H. Pavement Management Report
 - I. Drone Footage
- 1.2 *Existing Conditions Inventory*: Update and create the Existing Conditions Inventory Maps including:
- A. Sidewalk Network
 - B. Bicycle Path Network
2. DETERMINE TRANSPORTATION SYSTEM NEEDS
- 2.1 *Traffic Forecasting*: Coordinate with the City and Chicago Metropolitan Agency for Planning (CMAP) for 2050 traffic projections along the SPAC locations. CMAP will use the Village provided traffic count data to create 2050 traffic projections.
- 2.2 *Pedestrian Network*: Update the City's Pedestrian Network Plan with the SPAC locations. Identify needs for the SPAC locations by using heat maps, the 2019 Kane Kendall Council of Mayors Bicycle and Pedestrian Report, and current Federal, State, and Local engineering best practices and policies. Recommend projects to improve connectivity of the pedestrian network to City policies.
- 2.3 *Bicycle Network*: Expand the City's 2005 Bike Implementation Plan with the SPAC locations. Identify needs for the SPAC locations by using heat maps, the 2019 Kane Kendall Council of Mayors Bicycle and Pedestrian Report, and current Federal, State, and Local engineering best practices and policies. Recommend projects that improve connectivity of the bicycle network.
3. PRIORITIZATION OF IMPROVEMENTS
- 3.1 *Coordinated Plans*: Draft proposed programs and capital improvement programs based on the evaluation of the existing pedestrian and bicycle systems and public comments. Analyze proposed capital improvements in relation to existing right-of-way, existing facility alignments and intersections, environmental issues, topography, and drainage paths. Create proposed pedestrian and bicycle Plan Exhibits.

- 3.2 *Estimates of Cost:* Prepare planning budgetary estimates of construction and professional services costs for the eight (8) SPAC specified locations. The estimates will use our database of construction bids for area roadway projects and Lake County's Division of Transportation's planning methods and cost tables.
4. **DRAFT TECHNICAL MEMORANDUM** – Complete a draft technical memorandum summarizing the findings of the existing conditions, needs, cost estimate, and coordinated plan. Submit the draft technical memorandum to City staff for review and comment.
 5. **FINAL TECHNICAL MEMORANDUM** – Finalize the technical memorandum after addressing City staff comments.
 6. **QA/QC** – Perform in-house peer and milestone reviews by senior staff during existing conditions analysis, draft plan, and final plan submittals. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.
 7. **PROJECT MEETINGS** – Present the technical memorandum to the City along with exhibits and virtual visualizations to provide detailed depiction of the proposed improvements. Answer questions and take comments from City officials and stakeholders in attendance. Two (2) meetings (Kickoff and Pre-final) with City Staff are anticipated for this project.
 8. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with the City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
 9. **SUPPLEMENTAL PROFESSIONAL SERVICES** - Provide additional engineering services as determined by the City. The need for these professional services will be determined during the progress of work for additional items and assistance that may be required. The City will pre-authorize any tasks prior to commencing these services. The engineering

services shall be paid at the Baxter & Woodman billing rates for the year the work was completed. Supplemental professional services may include:

- A. *Meetings* – Present, answer questions, and take comments at additional meetings with the SPAC, City Council, KKCOM, and/or other agencies.
- B. *Draft Bike Plan* – Prepare a draft addendum to the 2005 Bike Implementation Plan and submit the text and associated exhibits to City staff for review and comment. The draft report sections will include:
 - Existing Conditions Analysis
 - Future Needs Analysis
 - Cost Estimates
 - Funding
- C. *Final Bike Plan* – Prepare an addendum to the 2005 Bike Implementation Plan. The report sections will include:
 - Executive Summary
 - Existing Conditions Analysis
 - Future Needs Analysis
 - Cost Estimates
 - Funding
 - Recommendations and Prioritizations
 - All appropriate exhibits and recommendations

Anticipated Schedule

Task	Completion Date
Notice to Proceed	April 16, 2024
Draft Transportation Plan	May 31, 2024
Final Transportation Plan	June 28, 2024

Engineering Fee

Our engineering fee for the above scope of services is based on our hourly billing rates for actual work performed plus reimbursement for out-of-pocket expenses including mileage, which will not exceed **\$32,700**. The Supplemental Professional Services task shall be paid in addition to the

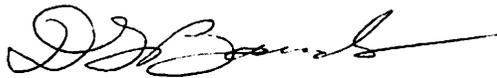
not to exceed amount. The Baxter & Woodman billing rates for the year the work was completed shall be used.

Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, please sign and return one copy for our files.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President
Attachment

CITY OF GENEVA, ILLINOIS

ACCEPTED BY: Stephanie L

TITLE: City Administrator

DATE: May 7, 2024

Client: GENVC

Plan Number: 2400174.00

Plan Name: GENVC Bike Plan Classification Study

Deliverable	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals	180.00	\$32,040.00	\$660.00		\$32,700.00
01 - EXISTING CONDITIONS ANALYSIS	20.00	\$3,280.00			
02 - DETERMINE TRANSPORTATION SYSTEM	28.00	\$4,680.00			
03 - PRIORITIZATION OF IMPROVEMENTS	32.00	\$5,880.00			
04 - DRAFT TECHNICAL MEMORANDUM	28.00	\$4,940.00			
05 - FINAL TECHNICAL MEMORANDUM	12.00	\$2,080.00			
06 - QA/QC	4.00	\$960.00			
07 - PROJECT MEETINGS	50.00	\$8,960.00	\$660.00		
08 - PROJECT MANAGEMENT	6.00	\$1,260.00			
09 - SUPPLEMENTAL PROFESSIONAL					

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$260
Vice President	\$250
Engineer VII	\$240
Engineer VI	\$230
Engineer V	\$210
Engineer IV	\$195
Engineer III	\$175
Engineer II	\$155
Engineer I	\$135
Engineering Intern	\$80
Construction Manager II	\$200
Construction Manager I	\$180
Engineering Tech V	\$180
Engineering Tech IV	\$155
Engineering Tech III	\$140
Engineering Tech II	\$120
Engineering Tech I	\$100
Environmental Scientist V	\$185
Environmental Scientist IV	\$170
Environmental Scientist III	\$150
Environmental Scientist II	\$130
Environmental Scientist I	\$110
Professional Surveyor	\$200
Survey Manager	\$170
Survey Crew Chief	\$140
Surveyor, Project	\$120
Survey Technician	\$90
Spatial Technology Professional V	\$195
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$170
Spatial Technology Professional II	\$140
Spatial Technology Professional I	\$130
Production Manager	\$180
CADD Tech III	\$150
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to IV	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$120
Data Analyst I to III	\$140

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim \$2 million aggregate	Professional Liability:	\$5 million per claim \$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents - All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.